

in the same proportion that the amount of floor space in the Demised Premises is reduced by such condemnation or other proceeding. In the event that ten percent (10%) or more of the parking area is taken, the Tenant shall have the option of terminating this Lease provided, however, that Landlord shall have a period of at least ninety (90) days to cure the parking deficiency or is diligently proceeding to cure the parking deficiency in which event the Tenant shall not have the right to cancel this Lease. In any such proceeding whereby all or part of said premises are taken, whether or not the Tenant elects to terminate this Lease, all parties shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

ASSIGNMENT
AND SUBLET

14. Tenant may not assign this Lease, sublet the Demised Premises, or encumber the Demised Premises or any part thereof without the prior written consent of the Landlord. Tenant may, however, without the consent of the Landlord assign this Lease or sublet the Demised Premises to a corporation in which Tenant owns more than twenty-five percent (25%) of the voting shares, to a subsidiary of such a corporation, or to any business in which Tenant has the controlling interest provided, however, that in any such event, Tenant shall continue liable for the performance of all its covenants under this Lease Agreement.

SUBORDI-
NATION

15. Tenant will upon written request by Landlord, subordinate its rights hereunder to the lien of any bonafide mortgage or deed of trust given to secure a loan made for the purpose of constructing or improving the premises; provided, however, that such subordination shall be made only upon the express written conditions that Tenant will not be disturbed in the use or enjoyment of the premises so long as it does not continue a default in the performance of any of its covenants hereunder after notice of default as provided in Paragraph 11 hereinabove.

SURRENDER

16. Upon the termination of this Lease or any renewal thereof, Tenant shall surrender the premises in the same condition or repair as at the beginning of the term, ordinary wear and tear and damages not caused by Tenant excepted.

QUIET
ENJOYMENT

17. The Landlord covenants, warrants and represents that upon commencement of the lease term, the Demised Premises will be free and clear of all liens and encumbrances superior to the leasehold hereby created, except any bonafide mortgage or deed of trust given to secure a loan as provided in Paragraph 15 above; that the Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein; and that the Tenant on paying the rent herein reserved and performing the covenants and agreements hereof shall peaceably and quietly have, hold, and enjoy the Demised Premises and all rights, easements, appurtenances, and privileges belonging or in anywise appertaining thereto, during the full term of this Lease and any extensions thereof.